

Hamburg CSD

Hamburg EA

7/1/2006 6/30/2007

**HAMBURG COMMUNITY
SCHOOL DISTRICT
2006-2007
MASTER CONTRACT
BETWEEN THE
BOARD OF DIRECTORS
AND THE
EDUCATION ASSOCIATION**

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Ratified by Board of Directors
Ratified by Association

Date: 04-10-2006
Date: 04-03-2006

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ARTICLE I: PREAMBLE

WHEREAS, the General Assembly of the State of Iowa declared in Chapter 20 of the Code of Iowa that it is the public policy of the State to promote harmonious and cooperative relations between Government and its employees by permitting public employees to organize and bargain collectively; and

WHEREAS, the Board of Directors of the Hamburg Community School District and the Hamburg Education Association, negotiating in good faith with respect to the scope of negotiations as defined in Section 20.9 of the Code of Iowa 1975; and

WHEREAS, the Hamburg Education Association has petitioned the Board of Directors of the Hamburg Community School District for negotiating a Master Contract proposal and has filed a certificate to represent the teachers of the Hamburg Community School District as a bargaining unit, and

WHEREAS, the parties have reached certain understandings in their negotiations in which it is agreed as follows:

ARTICLE II: PROCEDURES

- A. Upon presentation of a written request for negotiations by either the Board of Directors of the Hamburg Community School District or the Hamburg Education Association, stating the purpose thereof, and delivered to the other, the representative groups shall meet at a mutually convenient time and place no later than 10 days following the date of the request. Additional meetings as agreed upon shall be held as deemed necessary.
- B. Negotiations Teams: Neither party in any negotiations shall have any control over the selection of the bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all the necessary power and authority to make proposals, to make counter proposals and to reach tentative agreement on items being negotiated.
- C. The Association shall be furnished on request, regularly and routinely, prepared information concerning the financial condition of the school including the annual financial report and adopted budget. In addition, the Board and the administration will grant reasonable requests for other pertinent information, which may be relevant to negotiations and/or the processing of grievance. Nothing herein shall require the administrative staff to research and assemble information. The Hamburg Education Association shall pay the Hamburg Community School District the reasonable cost incurred in reproducing the adopted budget, annual financial report and other documents referred to in this section.
- D. Mutual Commitment of Good Faith Negotiations: The parties agree to meet at reasonable times and places to negotiate a good faith effort to reach agreement in accordance with Chapter 20 of the Iowa Code. During the course of negotiations, the parties agree to make, if necessary, proposals and counter proposals either orally or in writing. Articles tentatively agreed to shall be initialed by each party and dated and shall be set aside subject to ratification of the agreement.

ARTICLE III: RECOGNITION

The Board of Directors of the Hamburg Community School District hereby recognized the Hamburg Education Association as the certified bargaining representative for the certified teachers of the Hamburg Community School district except administrative and supervisory personnel including Superintendent, Principals and Guidance Counselors.

A. Parties

B. Definitions:

1. The term of "Board of Directors" as used in this agreement shall mean the Board of Directors of the Hamburg Community School District or its duly authorized representatives.
2. The term "employees" as used in this agreement, shall mean all employees represented by the Association as defined by the Letter of certification from PERB.
3. The term "Association" as used in this agreement, shall mean the Hamburg Education Association or its duly authorized representatives or agents.

ARTICLE IV: GRIEVANCE PROCEDURES

A. Definitions:

1. Grievance: A grievance is a violation of a specific provision of this agreement.
2. Aggrieved Person: An aggrieved person is an individual employee or group of employees making the complaint or the Association. If an Association grievance is to be filed it can only be done through the Association President who will initiate and sign Schedule A "Grievance Report".
3. Purpose: The purpose of this procedure is to settle any complaints, which may arise under the contract, under a claim by an employee or the Association that the contract has been violated.
4. Procedure:
 - a. Both parties agree that these proceedings should be kept as informal and confidential as may be appropriate at any level of the procedure.
 - b. Time Limits: A grievance must be filed within 15 school days of the occurrence of the event complained of, or from a time when an event might have reasonably ascertained to have occurred.
 - c. Year-end Grievance: In the event a grievance is filed at such time that cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following year could result in irreparable harm to a party in interest the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or within a maximum of 30 days thereafter.
 - d. Level One--Principal or Immediate Supervisor (informal): An employee with a grievance shall first discuss it with his/her principal or immediate supervisor, either directly or within the Association's designated representative, with the objective of resolving the matter informally. **The principal or supervisor shall respond in writing to the grievance within five (5) school days of the informal discussion between the grievant and principal or immediate supervisor.**
 - e. Level Two--Principal (formal): If as a result of the informal discussion with the Principal or immediate supervisor at level one a grievance still exists, the aggrieved person may invoke the formal grievance procedure through the Association on the form set forth in Schedule A. The grievance form shall be available from the Association representative in each building and said form shall be signed by the Grievant and a representative of the Association. A copy of the grievance form shall be delivered to the appropriate Principal or immediate supervisor. If the grievance involves more than one school building, it may be filed with the Superintendent or his designee.

The appropriate Principal or immediate supervisor shall indicate his/her disposition of the grievance, in writing, within five (5) school days of the presentation of the formal grievance and shall furnish a copy thereof to the Association.

If the aggrieved person or the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within the five (5) school day period, the grievance shall be transmitted to Level Three.

- f. Level Three--In the event a grievance has not been satisfactorily resolved at the second level, the aggrieved teacher shall file, within five (5) school days of the Principal's written decision at the second level, a copy of the grievance with the Superintendent. Within ten (10) school days after such written grievance is filed, the aggrieved and Superintendent or his/her designee shall meet to resolve the grievance. The Superintendent or his/her designee shall file an answer within ten (10) school days of the third level grievance meeting and communicate it in writing to the teacher and the Principal.
- g. Level Four--Arbitration:
 - 1) If the aggrieved person or the Association is not satisfied with the disposition of the grievance by the Superintendent, or if no disposition has been made within time limits, the aggrieved person and/or the Association may submit the grievance to arbitration within five (5) school days.
 - 2) Within ten (10) school days after written notice to the Board of Directors of submission to arbitration, the Board of Directors and the Association shall attempt to agree upon an arbitrator or to obtain such commitment within a specified period. A written request for a list of arbitrators shall be made to the PERB by either party. The list shall consist of five (5) arbitrators from PERB and the parties shall determine by lot which party shall have the right to remove the first name from the list. The party having the first right to remove the first name shall do so within two (2) school days and the other party shall have one (1) additional day to remove one of the four remaining names. The following day, unless mutually decided differently, the parties will strike the remaining names. The person whose name remains shall be the arbitrator.
 - 3) The arbitrator so selected shall confer with the representatives of the Board of Directors and the Association and hold hearings promptly and shall issue his/her decision no later than thirty (30) school days from the date of the close of the hearings or, if oral hearings have been waived, then from the date of the final statements and proofs on the issues submitted to him/her. The arbitrator's decisions shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power and authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The decision of the arbitrator shall be final and binding on the parties.
 - 4) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the Board of Directors and the Association. Any other expenses shall be paid by the parties incurring same.
5. Rights of Participants to Representation:
 - a. Any aggrieved person may be represented at all steps of the grievance procedure by himself/herself, or at the option of the employee, by a representative selected by the employee, or with the employee's approval by the Association.
The employee may have the Association grieve any adjustment of the employee's grievance, if such adjustment is contrary to the provisions of this agreement.
 - b. Reprisal--There shall be no reprisal of any kind taken by the Association or the Board of Directors against any part of interest, any student, any employee, any Board member or any other participant in the collective bargaining process.
 - c. Grievances shall be processed after the student day, on weekdays or weekends.

6. Miscellaneous:

- a. Group Grievance--If, in the judgment of the Association, a group or class of employees is aggrieved, the Association may submit such grievance, which shall be commenced at Level Two. The Association may process such a grievance through all levels of the grievance procedure.
- b. Written Decisions--Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Level Two through Level Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefore shall be transmitted promptly to all parties in interest and to the Association. Decisions rendered at Level Four shall be in accordance with the procedures set forth in Section A on arbitration.
- c. Separate Grievance File--All documents, communications and records dealing with the process of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of grievant or party of interest.
- d. Meetings and Hearings: All meetings and hearings under this procedure shall be conducted according to provisions of the Code of Iowa 1981 as amended, and may include such designated representatives of the parties as said parties may select.

ARTICLE V: RIGHTS OF THE PARTIES

A. Rights of Employees:

1. Evaluation of students:

- a. The employee shall maintain the responsibility to determine grades and other evaluations of students within the grading policies of the Hamburg School District based upon his/her professional judgment of available criteria pertinent to any given subject area or activity for which said employee is responsible during said employee's contract year.
- b. No grade or evaluation shall be changed without consultation with the employee, during the employee's contract year.

B. Rights of Management:

1. Students having make-up work due after the expiration of the teacher's contract year shall have final grades and course marks assigned by the Principal of the building involved.
 - a. The Principal shall, based upon his/her professional judgment of available criteria pertinent to any given subject area or activity, assign appropriate grades or course marks for the semester's work completed by the students. The Principal shall determine when sufficient work has been completed for said students to be assigned a semester grade.
 - b. In the absence of the Principal, or, during the interim between the Principal's work years, the Superintendent shall act for the Principal in all matters concerning, "Evaluation of Students".
2. "It is expressly understood and agreed that all functions, rights, powers or authority of the administration of the School district and the Board of Directors which are not specifically limited by the express language of this Agreement are retained by the Board provided, however, that no such right shall be exercised so as to violate any of the specific provisions of this Agreement."

ARTICLE VI: ASSOCIATION RIGHTS

- A. The Association shall have the right to hold a reasonable number of meetings on school district property after regular school hours provided such meetings in no way interfere with any aspects of the contract or the instructional program. Any expenses to the District resulting from such meetings will be borne by the Association. Such meetings will be scheduled with the District office or local building.
- B. The Association shall have the right to use faculty mailboxes. An informational copy shall be provided the Superintendent.

- C. The Association shall be provided with bulletin board space in each school. Authorized representatives of the Association will put Association announcements on the bulletin board and all materials posted will relate only to the Association's official business. An informational copy shall be provided the Superintendent.
- D. The Association shall be furnished on request regularly and routinely prepared information concerning the financial condition of the school including annual financial reports and adopted budget. In addition, the Board of Directors and the Administration will grant reasonable requests for other readily available and pertinent information, which may be relevant to negotiations and/or the processing of grievances. Nothing herein shall require the administrative staff to research and assemble information. The Hamburg Education Association shall pay the Hamburg Community School district the reasonable cost incurred in reproducing the documents referred to in this section.
- E. The Association shall be furnished regular School Board agendas. Said agenda shall be delivered to the main school mailbox of the President of the Association the Friday prior to the coming meeting of the Board of Directors, or with the regular distribution of the agenda to the members of the School Board.
- F. Duly authorized representatives and their respective affiliates shall be permitted to transact official Association business on school property at reasonable times, provided that this shall in no way interfere with or interrupt normal school operations and provided all outside agents check in at the building Principal's office.

ARTICLE VII: DUES DEDUCTION

- A. Authorization: Any employee who is a member of the Association, or who has applied for membership, shall sign and deliver to the Board Secretary an assignment authorizing payroll deductions of professional dues. The form for the assignment shall be set forth in Schedule B.
- B. Regular Deduction: Pursuant to a deduction authorization, the Board of Directors shall deduct one tenth (1/10) of total dues from the regular salary check of the employee for ten (10) months, beginning in September and ending in June.
- C. Pro-rated Deduction: Employees who begin dues deductions after September shall have the total dues pro-rated on the basis of the remaining months of employment through June.
- D. Duration: Such authorization shall continue in accordance to Section 20.9, Code of Iowa.
- E. Transmission of Dues: The Board of Directors shall transmit to the Association the total monthly deduction for professional dues within ten (10) school days following each regular period, and a listing of the employees for whom a deduction is made.
- F. Hold Harmless Clause: The Association agrees to indemnify and hold harmless the Board, each individual Board member and all administrators against any and all claims, costs, suits, or other forms of liability and all costs arising out of the application of the provision in the Agreement between the parties for dues deductions.

ARTICLE VIII: OTHER PAYROLL DEDUCTIONS

Upon appropriate written authorization from the employee the Board of Directors shall deduct from the employee's salary and make appropriate remittances for annuities, credit unions, savings bonds, charity donations, and insurance premiums on behalf of the employee. A deduction form with the employee's signature shall establish such payroll deduction(s), and said signature by the employee shall hold the District and Administration free from liability therefore.

The deduction(s) forms are due to the Board Secretary by the end of the first week of each school year. Deduction(s) shall begin with the September payroll and end with the June payroll, with the exception of the insurance premium, which will start being deducted with the July payroll.

The form of the other payroll deductions shall be set forth in Schedule C.

ARTICLE IX: WAGES, INSURANCE, ADDITIONAL PAYMENTS, SUPPLEMENTAL SCHEDULE

A. SALARY SCHEDULE: HAMBURG COMMUNITY SCHOOLS Salary Schedule 2006-2007

Step	BA/BS	BA+12	BA+24	BA+36/MA	MA+12	MA+24
1	24100	24625	25150	25675	26200	26725
2	24700	25225	25750	26275	26800	27325
3	25300	25825	26350	26875	27400	27925
4	25900	26425	26950	27475	28000	28525
5	26500	27025	27550	28075	28600	29125
6	27100	27625	28150	28675	29200	29725
7	27700	28225	28750	29275	29800	30325
8	28300	28825	29350	29875	30400	30925
9	28900	29425	29950	30475	31000	31525
10	29500	30025	30550	31075	31600	32125
11	30100	30625	31150	31675	32200	32725
12	30700	31225	31750	32275	32800	33325
13	32837	31825	32350	32875	33400	33925
14		32425	32950	33475	34000	34525
15		34609	33550	34075	34600	35125
16			35781	34675	35200	35725
17				36952	35800	36325
18					36400	36925
19					38724	37525
20						39895

*The above schedule is agreed upon for 2006-2007 as long as the district receives a minimum of \$50,606 net from the state in Phase I and II money or any other funds from the state specified to replace current Phase I and II money. In the event those funds are not available the salary schedule shall be adjusted to reduce the total costs of the district salaries generated by this schedule by the net amount of the above designated funds.

1. CAREER INCREMENTS: Career Increment will be figured by multiplying the lane base salary amount by the increment percent of eight point eight six nine one seven per cent (8.86917%). The total amount from the above formula will be awarded to employees who reach the following steps: BA/BS Step 13*, BA+12 Step 15*, BA+24 Step 16*, BA+36/MA Step 17*, MA+12 Step 19* and MA/24 Step 20*
2. Steps on each column or track shall represent years of teaching experience. Step one (1) shall reflect no (0) teaching experience, while Step twelve (12) reflects eleven (11) years teaching experience. Placement for the 2006-2007 school year of a BA-BS teacher with accepted teaching experience totaling more than ninety (90) days in a given school year would be given a year's experience and placed upon the appropriate salary step.

Units of dollars and tens of dollars above the hundreds of dollars will be stated on the individual teacher contracts as "Continuing Stip." or "Cont. St." and will be listed upon the individual teacher contracts as an amount separate from the base salary schedule amount as a continuing dollar amount.
3. New employees shall be given one year of credit not to exceed five (5) years, for each year of teaching experience prior to being employed by the Hamburg Community School District.
 - a. Teacher experience shall be defined as successive years of teaching experience with a lapse of not more than two (2) years.
 - b. For every two-year lapse following the first two years, one year of experience will be deducted from salary placement.
 - c. New employees shall be placed on step six (6) if coming into the district with five (5) or more years of experience as defined in (a) and (b) above.
4. In order to move across the salary schedule from the BA/BS degree, all hours must be graduate hours in the candidate's field or in a related field. Such hours must be approved in writing by the Superintendent or designee before they are taken. To receive compensation, official transcripts must be filed with the Superintendent by September 1 for the first semester and January 1 for the second semester.
5. Pay for an extended contract year shall be a per diem rate prorated from the per day figure of regular salary schedule placement.
6. Notwithstanding paragraph four (4) above, nothing in this agreement shall be construed to be applicable to a summer driving education program, which is reimbursed on a per-pupil basis nor to summer activity or extra-curricular activity programs which are covered by extra-curricular salary schedule payments.
7. Nothing in this agreement shall be construed to prevent the Board of Education, by action of said Board, to arbitrarily assign a salary step other than actual to a new teacher should a shortage of qualified teachers occur for a specific vacancy. It is agreed between the parties to this contract that Paragraph seven (7) above may be invoked in infrequent and isolated circumstances, and such practice will not become a regular practice of the Board of Education, its officers, employees or agents. If or when such action is taken by the Board of Education, the Association shall be promptly notified.

B. SUPPLEMENTAL SCHEDULE:

1. Compensation for extracurricular activities shall be paid at the percentages assigned below. The percentages will be based on the BA-BS base figure (Step 1) in the regular salary schedule. A person being paid for extracurricular activities will receive up to the maximum years credit for their previous experience in coaching, directing, or sponsoring a specific activity. Evidence of this experience must be presented to the Board and Administration for evaluation at the time of contract signing. Experience acquired as an assistant will count only as one-half when applied to a head coaching position.

1.25%	Volleyball Chaperone
2%	Senior Class Sponsor
	High School Cheerleader (Ea. Of 3)
	Jr. High Cheerleader (1)
	Basketball Chaperone
2.25%	H.S. Musical Production (Biannually)
2.5%	Contest Speech
3%	Dramatics (per play, max. of 2 plays)
	Parades (if Hamburg participates)
	Jr. Class Sponsors (Ea. Of 3)
3.5%	Yearbook
	Newspaper
	Instrumental Music
	Vocal Music

ASSIGNMENT	1 Yrs.	2 Yrs.	3 Yrs.	4 Yrs.	5 Yrs.
HEAD BASKETBALL (2)	10%	10.5%	11%	11.5%	12%
HEAD WRESTLING	10%	10.5%	11%	11.5%	12%
BASEBALL	8%	8.5%	9%	9.5%	10%
SOFTBALL	8%	8.5%	9%	9.5%	10%
VOLLEYBALL	8%	8.5%	9%	9.5%	10%
HEAD TRACK (2)	8%	8.5%	9%	9.5%	10%
HEAD FOOTBALL	8%	8.5%	9%	9.5%	10%
SUMMER BAND	8%	8.5%	9%	9.5%	10%

ASSIGNMENT	1/2 Yrs	3/4 Yrs.	5+ Yrs.
ASST. FOOTBALL (2 IF NEEDED)	6%	6.5%	7%
ASST. B/G BASKETBALL	6%	6.5%	7%
ASST. WRESTLING	6%	6.5%	7%
ASST. TRACK	5%	5.5%	6%
ASST. VOLLEYBALL	5%	5.5%	6%
ASST. SOFTBALL	5%	5.5%	6%
ASST. BASEBALL	5%	5.5%	6%
JR. HIGH FOOTBALL	4%	4.5%	5%
JR. HIGH TRACK (2)	4%	4.5%	5%
JR. HIGH BASKETBALL (2)	4%	4.5%	5%
JR. HIGH WRESTLING)	4%	4.5%	5%
JR. HIGH VOLLEYBALL (IF ACTIVITY HELD)	4%	4.5%	5%

- The percentage amounts are to be rounded to the nearest whole dollar amount.
2. Non-compensated activities shall include, but are not limited to: Student Council, Science Club Sponsor, H-Club Sponsor, All Class Sponsors except Junior Class.

C. ADDITIONAL PAYMENTS

1. Secondary:
 - a. Each secondary teacher who has different preparations that are equal to a total of two less than the total number of periods in a student day shall be paid an additional \$550.
 - b. To further clarify Paragraph 1.a) all Title I, Special Education, Art, Music, and Physical Education classes are worth one preparation each.
(Example: four different math classes and two Physical Education classes equal five preparations.)
 - c. Each secondary teacher assigned to teach a combination class in the regular classroom shall receive \$100 per semester per combination class. Any such class shall be approved by the Principal.
2. Elementary:
 - a. Each elementary teacher assigned to teach a combination class, i.e. 3rd grade/4th grade as one class, shall receive \$550 per year for such an assignment.
 - b. Paragraph 2.a. shall not be construed in any way to apply to Title I, Special Education, Art, Music, and Physical Education teachers.
3. Additional compensation shall be granted to persons who serve in the following areas and such compensation shall be as indicated:
 - a. Spectator Bus Supervisor.....10 cents per mile
(minimum of \$5.00 per trip)
 - b. Ticket sellers.....Employees will be given the opportunity within the first week of the school year to volunteer to be ticket takers. In the event that there are no staff or community volunteers for any of the above duties, employees will be assigned by the Principal and shall be paid \$15.00 per night. In the event an employee is unable to perform a task he/she will work cooperatively with the Jr. -Sr. High Principal to find a substitute.
 - c. Football scout.....\$10 per scouting.
4. Each employee shall be reimbursed for the cost of a Board required physical every three (3) years. The physical examination shall include only the items specified on the Board checklist. A maximum of \$50.00 will be paid by the Board. The Board shall also pay in full the state required TB test.
5. An employee directed by the administration or the courts to report prior to his/her contract year or to remain at or return to school after the end of his/her contract year shall be compensated at an hourly per diem rate of that employee's contracted salary to do the following:
 - 1) Attend meetings concerning student's grades, conduct, discipline, etc.
 - 2) Instruct students.
 - 3) Prepare for and evaluate students.

D. INSURANCE:

1. HEALTH AND DENTAL:

Each employee shall be provided up to \$800.00 per month during the duration of the 2006-2007 contract year toward the premiums of health and dental insurance protection plans equal to the current coverage. If an employee elects not to take health insurance as part of their contract, the district will pay \$315.00 per month to a tax-sheltered annuity in the employee's name in lieu of insurance.

2. After April 1, 2002, teachers employed on a part-time basis will receive insurance benefits on a prorated basis; a teacher employed on a half-time basis will receive one-half of the monthly insurance or annuity allocation. Part-time teachers employed before April 1, 2002, will continue to receive the full insurance or annuity allocation. Full-time teachers whose contracts are reduced due to a request made by the teacher will also receive a corresponding reduction in the monthly insurance or annuity allocation.

3. LTD:

Each employee, working 20 hours or more per week, shall be provided Long Term Disability Insurance in the basic benefit amount of sixty per cent (60%) of covered monthly compensation.

E. COMPENSATION FOR DISTRICT DRIVING:

1. If an employee is required to travel between building sites or to homes to fulfill the employee's teaching assignment, the employee shall be furnished a school vehicle, or if required to use the employee's own vehicle, shall be reimbursed according to the state mileage allowance.

ARTICLE X: COMPLIANCE AND DURATION

A. COMPLIANCE BETWEEN INDIVIDUAL CONTRACTS AND COMPREHENSIVE AGREEMENT:

Any individual contract between the Board and an individual employee, heretofore executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains and language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling. Each individual employee contract when tendered to the employee shall be signed by the President of the Board of Directors and shall incorporate by written reference the terms and provisions of the Agreement.

B. SEPARABILITY:

If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, as interpreted by the PERB Board, a declaratory judgment, an opinion of the Iowa Attorney General's Office, a district court of Iowa or any higher tribunal, which has or may gain jurisdiction over any matter covered by this Agreement, then such provision or application shall be deemed not valid and subsisting, except to the extent permitted by the law as interpreted above, and the Board of Directors and the Association shall enter into immediate negotiations to replace only that provision. All other provisions or applications shall continue in full force and effect.

C. PRINTING AGREEMENT:

Copies of this Agreement shall be printed at the expense of the Board of Directors after agreement with the Association, within thirty (30) days after the agreement is signed. The Agreement shall be presented to all employees now employed, hereafter employed, or considered for employment by the Board of Directors. The Board of Directors shall provide the Association with five (5) additional copies.

D. NOTICES:

Whenever any notice is required to be given to either of the parties of this Agreement by the other, pursuant to the provision(s) of this Agreement either party shall do so by certified letter at the following designated addresses or at such other places as may be designated by a party in written notification to the other party.

1. If by the Association, to the Superintendent of Schools at 105 E Street, Hamburg, Iowa 51640.
2. If by the Board of Directors, to the Association President at 105 E Street, Hamburg, Iowa 51640.

E. DURATION PERIOD:

This agreement shall become effective on *July 1, 2006* and shall continue in full force and effect without change until midnight *June 30, 2007*, and shall be automatically renewed from year to year thereafter unless prior to the automatic renewal date, either party gives notice of its desire to modify, amend, or terminate this agreement as herein provided. On or after August 15, 2006, all articles contained herein shall be reopened for negotiations, to become effective for the 2006-2007 (fiscal 2007). This is consistent with the previous agreement that language items be negotiable for odd fiscal year contracts only.

Signature Clause: In witness whereof the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their Chief Negotiators, and their signatures placed hereon.

Hamburg Education Association
Association

Lora Lee Owen
Lora Lee Owen, HEA Co-Chair

Wendy Duncan
Wendy Duncan, HEA Co-Chair

4/28/06
Date

Michelle Hendrickson
Michelle Hendrickson, HEA Negotiator

Mary Ann Sturm
Mary Ann Sturm, HEA Negotiator

4/28/06
Date

Hamburg Community Schools
Board of Directors

William B Green Jr
William Green, Board President

Greg Warden
Greg Warden, Board Vice-President

5/1/06
Date

Mary Ann Gregg
Mary Ann Gregg, Board Negotiator

Greg Warden
Greg Warden, Board Negotiator

5/1/06
Date

ARTICLE XI: SICK LEAVE

A. Accumulative Benefits: All employees shall be entitled to the following sick leave days:

The first year of employment	10 days
The second year of employment	11 days
The third year of employment	12 days
The fourth year of employment	13 days
The fifth year of employment	14 days
The sixth year and subsequent years of employment	15 days

*If an employee is hired after the beginning of the year, sick leave will be pro-rated for the current year, with the second year following the above schedule.

Unused sick leave days shall be accumulated from year to year up to a maximum of 150 days.

B. Notification of Accumulation: Employees shall be given a copy of written accounting of accumulated sick leave days no later than the first contract day of each school year if requested by employee as balances appear on payroll check stubs.

C. Use of Sick Leave: Sick leave shall be used only for medically related reasons. In the event that the building Principal has reason to believe that an employee has abused his/her sick leave privilege, the building Principal may warn the employee and require the employee to provide a physician's statement as to the authenticity of the illness for future sick leave days used by said employee.

D. Extended Leave: The Board of Education may grant a leave of absence to an employee for the duration of illness or disability without pay if the employee is unable to work because of personal illness or disability and has exhausted all sick leave. The Board of Directors, upon approval of the leave, agrees to continue all fringe benefits provided by this Agreement not to exceed six (6) months.

E. Emergency Family Leave: Emergency Family Leave shall be defined as leave during each school year, which an employee may receive, upon written request to the Superintendent of Schools, without loss of compensation due to illness, medically related disability, injury, or non-elective surgery of any family member of the employee's (or employee's spouse's) immediate family, defined as: spouse, de jure; mother, father, child, brother, sister, grandparent, or de facto surrogate. Any such days shall be deducted from each employee's accumulated sick leave and shall not exceed ten (10) per year.

F. Adoption Leave Policy: Each employee shall be entitled to twenty (20) days of leave each school year without loss of compensation to be used for the purpose of initiating, processing, and/or completing adoption of a child or children into his or her family. Such paid leaves will be deducted from sick leave. Reasonable advance notification shall be given by the employee to the Superintendent of his or her intention to take such leave and the day or days he or she expects to be absent from school.

ARTICLE XII: TEMPORARY LEAVE OF ABSENCE

A. Paid Leave:

Employees shall be entitled to the following temporary, non accumulative leaves of absence with full pay, as enumerated below.

1. **Personal:** At the beginning of every school year, each employee shall be credited with **two (2) personal days with 1-10 years** of employment with the HCSD; **three (3) personal days with 11-20 years** of employment with the HCSD; and **four (4) personal days with 21+ years** of employment with the HCSD. A personal business day may be used for any purpose at the discretion of the employee. An employee planning to use a personal leave day or days shall request same of his/her Principal at least one (1) day in advance except in cases of emergency and such permission shall be granted provided it is possible to arrange for a substitute. A teacher may not request a personal day if the request precedes a holiday break. Employees who have unused personal days at the end of the school year will be reimbursed at the full daily substitute rate for the unused days.
2. **Religious:** Any employee whose religious affiliation requires the observation of holidays other than those scheduled in the school calendar may be excused by the Principal.
3. **Jury and Legal:** Any employee called for jury duty during school hours or whose appearance is required in any judicial proceedings, shall be provided such time. Any fees or remuneration the employee receives during such leave shall be turned over to the Hamburg School System. Such absences which are approved in advance by the Superintendent or his/her designee shall be with full pay.
4. **Professional Leave:**
 - a. Professional leave may be granted teachers and such absences for such meetings as professional meetings of the State Teachers Association, curriculum study groups, and school extra-curricular activities meetings which are approved in advance by the Superintendent without a pay deduction.
 - b. Association leaves for delegate assemblies, i.e. political action meetings, and negotiation workshops shall not be covered by this article. Consideration will be given requests for full pay with such absences, if a substitute can be secured and providing the H.E.A. reimburses the Board of Education for the full costs of such substitute which shall include substitutes full salary and fringe benefits.
5. **Bereavement:** In the event of the death of a spouse, child, grandchild, parent, sibling, father-in-law, mother-in-law, brother-in-law, or sister-in-law of the employee, he/she shall be granted permission to be absent from duty by the Superintendent of Schools for as many days, not to exceed five, as may be necessary for attendance at the funeral and for any other purposes directly arising out of said death, but shall not be permitted to use said leave for any other purposes. No deduction in pay shall be made for the days of absence so granted.
6. **Other Emergency Leave:**
 - a. In the case of the death of any relative, an absence up to one day shall be allowed without loss of pay for attendance at the funeral. In case of death of friend or neighbor, absence up to 1/2 day will be allowed for attendance at funeral. The emergency leave is in addition to the sick leave allowed all employees of the district. It is understood, however, that the emergency leave is not accumulative. One additional day for travel may be requested if distance necessitates. Permission will be granted at the Superintendent's discretion.
 - b. **Good Cause:** The Superintendent for good reason may grant other temporary leaves of absence with pay in writing.

- B. Unpaid Leave:
Other temporary leaves of absence, without pay may be granted in writing by the Superintendent for good reason.

ARTICLE XIII: EXTENDED LEAVE OF ABSENCE

- A. Extended Leave: Extended leave of absence without pay such as service as an officer in the Association, public office, family illness, education improvement, outside teaching, and any other good causes may be granted by the Board of Directors for any good reason.
- B. Upon return from leave, an employee shall be placed at the same position on the salary schedule at the time the leave was granted.
- C. Any request for extended leave will be made in writing to the Board of Directors prior to the regular monthly meeting.

ARTICLE XIV: RECESSES AND HOLIDAYS

- A. Holidays: The regular and extended contract of employees shall include five holidays. Such holidays shall be Labor Day, Memorial Day, Thanksgiving, December 25th, and New Year's Day.
- B. Recess: The following unpaid recess periods shall be provided:
1. Holiday recesses shall be as per approved annual calendar.
 2. Easter Recess: 3 weekdays with two days subject to being used as make-up days for previous cancellation of student days due to weather.

For the purposes of Article XIV a weekday shall be defined as any day except Saturday and Sunday. The Association may submit to the Superintendent of Schools prior to January 1 a recommendation for consideration by the Board of Directors of recess periods for the next school year as listed in this section.

- C. Regulations and Procedures: Any individual(s) that request(s) the privilege of conducting an activity, practice, or the right to supervise students on any of the above holidays may do so without this article being grievable by the employee, a group of employees, or by the Association. It is further agreed by both parties that compensation for the above holidays is covered within the scope of the salary schedule as agreed to under this Master Contract, Article IX: WAGES, INSURANCE, ADDITIONAL PAYMENT, SUPPLEMENTAL SCHEDULE.

ARTICLE XV: EMPLOYEE HOURS

A. WORKDAY

1. Length of Day: The normal in-school work day shall consist of not more than eight (8) hours which shall include a 30-minute duty free lunch period; provided, however, up to two (2) teachers may be assigned, on temporary rotating basis, lunch room supervision, similar to the procedure used for hallway supervision in the morning.
2. Arrival and Dismissal Time:
 - a. Employees will have a flex time schedule in which the employee could choose to arrive at 7:30 a.m. and leave at 3:30 p.m. or arrive at 8:00 a.m. and leave at 4:00 p.m. Employees will need to flex hours in order to attend meetings scheduled by the building principal or administrative team.
 - b. On Fridays, the employee's day shall end at the close of the pupil's day, except that employee arriving late under 2,a),(2) shall remain on duty a period of time corresponding to the arrival time.
 - c. On the day preceding a holiday or vacation, the teachers' and pupils' day shall end at 2:30 p.m. with the exception of Labor Day.

B. MEETINGS

1. Teacher's Meeting: Teachers may be required to remain after the end of the regular work day, without additional compensation, for the purpose of attending general faculty or departmental meetings. Such meetings shall not exceed four (4) per month, shall begin promptly and shall run for no more than one (1) hour. Except in emergencies such meetings shall not be called on Fridays, on a day preceding a school holiday, on any day following the regular scheduled monthly Board meeting, or on any day upon which teacher attendance is not required.
2. Notice and Agenda: The notice of an agenda for any open or public Board meeting shall be given to the employees involved at least one (1) day prior to meetings, except in an emergency. Employees have the opportunity to suggest items for the agenda.
3. Released Time: Employees shall be given an hour released time each school month to meet as building groups or a K-12 group for the purpose of discussing educational concerns, as called by the building Principal or building Principals.
4. When teachers are requested or required to stay later than contract hours to attend TAT meetings or staffings, the teacher may leave when students leave on the following school day.

C. PREPARATION

1. Elementary teachers shall have preparation time of 275 minutes per five day week during which they shall not be assigned any other duties, and which shall be built into the teacher schedule by the Principal who shall divide their time as near to 55 minutes per day as possible. Secondary teachers shall have preparation time equal to one (1) class period per day during which time they shall not be assigned to any other duties as determined by the Principal in the planned schedule.
2. Secondary: In the secondary, these periods shall be provided as part of the assigned teacher load.
3. Special Arrangements: However, where necessary to accommodate the needs of the students, the Superintendent or his /her designee may temporarily assign a teacher to their duties for which there will be compensation of **\$15.00 per period**.

D. FIELD TRIPS

Field trips may be scheduled and implemented in a manner, which may be mutually agreed upon by the employees participating in them. Written permission for field trips shall be obtained from the Superintendent or designee to guarantee insurance coverage as a school-sponsored activity.

ARTICLE XVI: EMPLOYMENT AND ASSIGNMENTS

A. ASSIGNMENTS OF EMPLOYEES

1. Notification of presently employed staff: Each employee shall be given written notice of his/her tentative class and/or subject assignments and room assignments for the forthcoming year not later than May 15. A list of said assignments shall be simultaneously sent to the Association.
2. Notification of new staff: The Superintendent shall assign all newly appointed personnel to their specific positions within that subject area and/or grade level for which the Board of Directors has appointed them. The Superintendent shall give notice of the assignments to new employees as soon as practicable.
3. The Board of Directors may make assignments to extra-curricular duty assignments of staff. Compensation for such duties shall be out-lined in the pay schedule for extra assignments. Every effort shall be made to arrive at the assignment through mutual agreement. Only in extreme circumstances shall the assignments be made arbitrarily.

ARTICLE XVII: REDUCTION OR REALIGNMENT OF STAFF

A. COVERAGE

All employees under this Agreement.

B. LAYOFFS

When, in the sole, exclusive and final judgment of the Board of Education decline in enrollment, reduction of program or any other reason requires reduction in staff among teachers, the Administration shall attempt to accomplish same by attrition. In the event that necessary reduction in staff cannot be adequately accomplished by attrition given the necessity to hire and/or maintain the most competent and qualified staff available in the interests of perpetuating the highest quality education program possible, the Administration shall base its decision as to resulting contract renewals on the relative skill, ability, competence and qualifications of available teachers to do the available work. If a choice must be made between two or more teachers of equal skill, ability, competence and qualifications to do the available work, contract renewals will be given to the teacher(s) with the greater full-time continuous length of service in the district.

C. NOTIFICATION

The Administration shall provide written notice to the Association and to each employee who may possibly be affected by the reduction or realignment no later than December 15 for changes to be made at the end of the first semester and no later than April 1 for those changes to be made preceding each school year. Such notice shall include specific written reasons for reduction or realignment of staff.

D. RECALL RIGHTS

When, in the sole, exclusive and final judgment of the Board of Directors increased enrollment, enlargement of program or other reasons require an increase of staff among teachers following a staff reduction, employees formerly laid off pursuant to such policy shall be offered a recall to any position for which he/she is or may be qualified and certified for a period of one (1) year from the effective date of his/her layoff and shall be recalled to such available position in such professional categories in inverse order of the layoff.

Upon tender of offer recall, the employee must first qualify by showing possession of said qualifications for position to be filled and by taking a medical examination and by being found physically and mentally fit for the performance of the duties of the position he/she intends to fill.

ARTICLE XVII: SAFETY PROVISIONS

A. PROTECTION DEVICES

Such special clothing, equipment and devices as may be needed by the employee to perform assigned duties in a safe manner shall be provided without charge to the employee.

Such employees will be held responsible for the proper use and care of all such clothing, equipment and devices provided the employees. Employees shall be responsible for replacement of lost or damaged clothing, equipment and devices resulting from the negligent acts or omission of the employees.

B. UNSAFE AND HAZARDOUS CONDITIONS

1. Protection of Employees: Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks, which endanger their health, safety, or well being.
2. Disorder or Disruption Activities: In the event of any disorder or disruption in the regular school program or any bomb threat any employee aware thereof should immediately report the disturbance to the Superintendent, Building Principal or the Board of Directors.

After so notifying the Administration of such, or if unable to do so the employee may, within the scope of his/her employment and pursuant to Board Policy, use and apply such amount of force as reasonable, necessary and lawful to quell the disturbance threatening physical injury to themselves or others; to seize possession of weapons or other dangerous objects upon the person or within the control of the pupil, for the purpose of self-defense, and for the protection of persons or property.

3. Bomb Threat-- In the event of a bomb threat the employee may voluntarily assist in evacuation of the area.

ARTICLE XIX: EMPLOYEE EVALUATION

A. MANAGEMENT PREROGATIVE

The responsibility for determining the efficiency and effectiveness of the employee is one of the primary obligations of Management within its larger public duty to answer the optimum efficiency of the education enterprise.

B. DESIGNATION OF METHOD BY MANAGEMENT

The Administrator(s) or their designee(s) shall determine which methods of evaluation shall be used.

C. TIME PERIOD EVALUATION

The performance of employees in their first and second years of employment within the school district shall be formally evaluated a minimum of twice each school year. Employees thereafter shall have their performance formally evaluated a minimum of once during each school year. Each formal evaluation shall consist of a minimum of forty (40) minutes of continuous observation.

D. METHOD OF EVALUATION

The evaluator, or the evaluator's designated representative, either during pre-school orientation or within three (3) weeks after the employees' duties officially commence, shall acquaint employees with the formal evaluation procedures to be used.

E. RESULTS OF THE FORMAL EVALUATION

Results of the formal evaluation(s) provided in Paragraph C above shall be in writing.

F. PROCEDURE OF EVALUATION

1. The evaluator shall have a meeting with the employee evaluated, within fifteen (15) calendar days following a formal evaluation observation, such a meeting shall be scheduled by the evaluator. Two (2) alternate dates and hours shall be offered the employee. Should the employee refuse to appear either time, said employee shall forfeit the opportunity to respond to the formal evaluation.
 - a. The purpose of said past evaluation meeting shall be to provide an opportunity for evaluator and the employee to discuss any observation(s) and to review the formal written evaluation prior to submission of same to the Superintendent.
 - b. At the conclusion of the meeting as scheduled under Part I, Paragraph F of this Article, the employee may (within a period of four (4) days) submit a written statement, signed by both parties, to be attached to the evaluator's report. One copy of the employee response shall be filed with the Superintendent, one with the evaluator and one retained by the employee.

G. VERIFICATION OF WRITTEN EVALUATION

Both parties shall sign and date the written evaluation report, which indicates that the contents have been discussed and said meeting has taken place.

H. EVALUATION FILE COPY FOR EMPLOYEE

A copy of the employee's evaluation report shall be placed in the employee's personal file.

I. SCOPE OF EVALUATION

The preceding portions of this paragraph deal with a single method of formal evaluation, i.e., evaluation of classroom performance. Nothing in this article is to be construed as precluding evaluation of employees by any other means deemed appropriate by the administration of the school district.

ARTICLE XX: VOLUNTARY TRANSFERS

The Superintendent shall post in the school building a list of permanent vacancies and the qualifications necessary for the following school year upon knowledge of vacancies.

An employee, who desires to transfer to a vacant teaching position in another subject area, or to a different grade level, may file a written request with the Superintendent. Such requests shall be filed for each specific vacancy, which is to be filled. Such requests for transfers for the following year shall be submitted not later than the end of the school year.

As soon as practical, the Superintendent shall notify in writing all employees who have been transferred and their grade and/or subject assignments.

In the determination of requests for voluntary transfer, the employer will use the following criteria: the needs of the District, professional preparation, current evaluations and seniority.

An employee denied a transfer will receive a written explanation for the denial.

ARTICLE XXI: INVOLUNTARY TRANSFERS

Involuntary transfer shall be made upon the needs of the District as determined by the employer. All such transfers shall be made known to the employee involved in the transfer and shall be reported to the Board. An involuntary transfer shall be made after a meeting with the employee, at which time the employee shall be given written reasons for the transfer.

ARTICLE XXII: PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. CONTINUING COLLEGE/UNIVERSITY EDUCATION

1. Application—Any employee who plans to enroll in a course or seminar at any accredited college or university and who desires such course work or seminar work to apply toward a continuing education stipend and/or education lane change on the career advancement schedule must file written notification of completion with the Superintendent and/or designee.
2. Career Advancements—Upon evidence of successful completion of any course or seminar, major field or teaching area, the employee shall notify the Superintendent or his/her designated representative that the employee is to receive appropriate credit toward an educational lane change on the salary schedule.

B. PROFESSIONAL CONFERENCES

The Board of Directors may provide, upon application by the employee and prior acceptance by the Superintendent the necessary funds for employees who desire to attend professional conferences, travels, meals, lodging, and registration fees shall be deemed appropriate expenses, and shall be reimbursed in whole, or in part as agreed upon by the employee and the Superintendent or his/her designee. An employee attending such conferences shall be granted sufficient time to attend without loss of compensation as provided under Article XII, 4 (a).

ARTICLE XXIII: ACADEMIC FREEDOM

A. MANAGEMENT SUPPORT

The Board of Directors and Administration shall encourage and protect the employees' academic freedom from unreasonable infringements, both in performance of academic duties and in research or publications.

B. FREEDOM TO DISCUSS CLASSROOM SUBJECT MATTER

Freedom in the classroom to discuss subject matter should not be unreasonably restricted. Controversial matter should be judiciously presented and pertain to his/her subject being taught.

**SCHEDULE A
GRIEVANCE REPORT**

School District

Distribution of Form

1. Association
2. Employee
3. Appropriate Supervisor

Building

Name of Aggrieved Person

LEVEL II

Date Violation Occurred _____

Section(s) of Contract Violated _____

Statement of Grievance* _____

Relief Sought _____

Signature of Grievant

Date

Signature of Association President

Date

Disposition by Principal or Immediate Supervisor _____

Signature of Principal or Immediate Supervisor

Date

LEVEL III

A. _____
Signature—Aggrieved Person Date Rec'd by Supt.

B. Disposition by Superintendent/Designee _____

Signature Superintendent or Designee Date

LEVEL IV

A. _____
Signature of Aggrieved Person Signature of Association President

B. _____
Date submitted to Arbitration Date Rec'd by Arbitrator

C. Disposition and Award of Arbitrator* _____

Signature of Arbitrator Date

If additional space is needed, attach additional sheets.

NOTE: All provisions of Grievance ARTICLE _____ of the Agreement dated _____, shall be strictly observed in the settlement of grievance.

SCHEDULE B: DUES DEDUCTION AUTHORIZATION FORM

First Name	Initial	Last Name
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I hereby request and authorize the Board of Education of Hamburg Community School District as my remitting agent, to deduct from my earnings each month, until this authorization is changed or revoked as provided herein, a sufficient amount to provide for the monthly payment of the prevailing rate of dues which amount is to be remitted each month for me and on my behalf to the Treasurer of Hamburg Education Association.

I hereby certify that I shall hold and save harmless the Board of Education and each of its officers or agents from any action that may result from the execution or interpretation of this Authorization for Payroll Deduction.

It is understood that this authorization shall begin on the 20th day of October and shall continue through July 20th unless revoked in writing by a thirty (30) day notice to my employer and to said organization. The Association agrees to indemnify and hold harmless the Board, each individual Board member, each Board officer, and all administrators against any and all claims, cost, suits, or other forms of liability and all court costs arising out of the application of the provisions in the Agreement between the parties for dues deductions.

Amount to be deducted: _____

Signature: _____

Date _____

Witness Signature: _____

Date _____

SCHEDULE C: OTHER PAYROLL DEDUCTIONS

Address: _____

I hereby authorize the Hamburg School Board to deduct from my earning and remit to the appropriate agency or concern an amount indicated below. I understand that the Board of Directors will automatically continue such deductions for the next school year, unless I request discontinuance, in writing, by the third Monday of September.

I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the Board of Directors and all of its officers or representatives from any liability thereof.

It is understood that this authorization shall begin on the first payroll date following the above date and shall continue through June from the date hereof, and shall thereafter continue for successive periods of one year, unless revoked in writing by a thirty (30) day notice to my employer and to the Hamburg Education Association. The Association agrees to indemnify and hold harmless the Board, each individual Board member, each Board officer, and all Administrators against any and all claims, costs, suits or other forms of liability and all court costs arising out of the application of the provisions in the agreement between the parties for OTHER PAYROOL DEDUCTIONS referred to in ARTICLE VIII; of the preceding Master Contract between the Hamburg Association and the Board of Education of the Hamburg Community School District.

Deduction Organization: _____

Address: _____

Amount to be deducted: _____

Employee Signature: _____

Date: _____